

229-07/MEU  
FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff  
DEVAL DENIZCILIK VE TICARET A.S.  
80 Pine Street  
New York, NY 10005  
Telephone: (212) 425-1900  
Facsimile: (212) 425-1901  
Michael E. Unger (MU 0045)  
Lawrence Kahn (LK 5215)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
DEVAL DENIZCILIK VE TICARET A.S.,

07 CIV 3397 (JGK)

Plaintiff,

-against-

REPINTER INTERNATIONAL SHIPPING  
CO. S.A. and MIACHART CORPORATION  
LLC,

**PLAINTIFF's ANSWER TO  
DEFENDANTS' COUNTERCLAIMS**

Defendants.

-----x

Plaintiff DEVAL DENIZCILIK VE TICARET A.S. (hereinafter "DEVAL"), by its attorneys FREEHILL, HOGAN & MAHAR, LLP as and for its Answer to the Counterclaims of Defendants REPINTER INTERNATIONAL SHIPPING CO. S.A. (hereinafter "REPINTER") and MIACHART CORPORATION LLC (hereinafter "MIACHART") alleges upon information and belief as follows:

**ANSWERING THE COUNTERCLAIM**

1. Admits the allegations contained in Paragraph 19 of the Counterclaim.
2. Denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 20 of the Counterclaim.

3. Denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 21 of the Counterclaim.
4. Admits the allegation insofar as they relate to the head charter between Plaintiff and Defendants, but except as so specifically admitted, denies knowledge or information sufficient to form a belief as to the other allegations contained in Paragraph 22 of the Counterclaim.
5. Denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 23 of the Counterclaim.
6. Admits that as a result of the instant Verified Complaint filed by Plaintiff against Defendants on April 30, 2007 arising out of Charter No. 1, funds belonging to the Defendants in the amount of US\$434,425.87 have been attached to provide security in connection with a London arbitration, but except so specifically admitted, denies any other allegations contained in Paragraph 24 of the Counterclaim.
7. Admits that Plaintiff, however, continues to seek security in the total amount of US\$1,187,769.26 representing alleged physical damage to the Vessel, purportedly the result of the alleged negligence of the stevedores, but except so specifically admitted, denies any other allegations contained in Paragraph 25 of the Counterclaim.
8. Admits the allegations contained in Paragraph 26 of the Counterclaim.
9. Admits the allegations contained in Paragraph 27 of the Counterclaim.
10. Denies the allegations contained in Paragraph 28 of the Counterclaim.
11. Denies the allegations contained in Paragraph 29 of the Counterclaim.
12. Denies knowledge or information sufficient to form a belief as to the allegations

13. contained in Paragraph 30 of the Counterclaim.
14. Denies the allegations contained in Paragraph 31 of the Counterclaim.
15. Denies the allegations contained in Paragraph 32 of the Counterclaim.
16. Denies the allegations contained in Paragraph 33 of the Counterclaim.
17. Denies the allegations contained in Paragraph 34 of the Counterclaim.
18. Denies the allegations contained in Paragraph 35 of the Counterclaim.
19. Denies the allegations contained in Paragraph 36 of the Counterclaim.
20. Denies the allegations contained in Paragraph 37 of the Counterclaim.

**FURTHER ANSWERING THE COUNTERCLAIMS, AND FOR A SEPARATE,  
PARTIAL AND / OR COMPLETE DEFENSES THEREFORE, DEFENDANT  
SEA CONSORTIUM ALLEGES UPON INFORMATION AND BELIEF AS  
FOLLOWS:**

**FIRST AFFIRMATIVE DEFENSE**

21. The Counterclaims fail to state a claim against DEVAL DENIZCILIK VE TICARET A.S. upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

22. The Counterclaims are subject to arbitration in London in accordance with the terms of the Charter Party.

**THIRD AFFIRMATIVE DEFENSE**

23. There exists no contractual privity for the damages asserted.

**FOURTH AFFIRMATIVE DEFENSE**

24. Plaintiff lacks clean hands.

**FIFTH AFFIRMATIVE DEFENSE**

25. Defendants have failed to properly and fully mitigate their damages.

WHEREFORE, Plaintiff DEVAL DENIZCILIK VE TICARET A.S. demands judgment dismissing the Counterclaims herein, along with such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
July 3, 2007

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff  
DEVAL DENIZCILIK VE TICARET A.S.

By:   
Michael E. Unger (MU 0045)  
80 Pine Street  
New York, NY 10005  
Telephone: (212) 425-1900  
Facsimile: (212) 425-1900

TO: KEANE & MARLOWE  
Attorneys for Defendants  
REPINTER INTERNATIONAL SHIPPING  
CO. S.A. and MIACHART CORPORATION LLC  
197 Route 18 South, Suite 3000  
East Brunswick, New Jersey 08816  
Attn: Mary Ann C. Marlowe, Esq.  
(732) 951-8300

300 Park Avenue, 17<sup>th</sup> Floor  
New York, New York 10022  
(212) 572-6210

**ATTORNEY VERIFICATION**

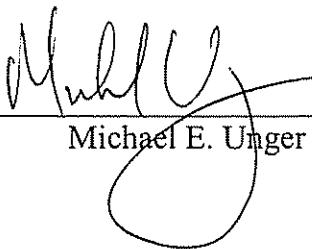
State of New York      )  
                              ) ss.:  
County of New York    )

MIICHAEL E. UNGER, being duly sworn, deposes and says as follows:

1. I am a member of the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action. I have read the foregoing Answer to Counterclaims and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications from our clients and documents provided by our clients regarding the claim.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.



Michael E. Unger

Sworn to before me this  
3rd day of July, 2007



Hazel S. Rosenthal  
Notary Public

HAZEL S. ROSENTHAL  
Notary Public, State of New York  
No. 01RG4641178  
Qualified in Queens County  
Certified in New York County  
Commission Expires Dec. 31, 2010  
NYDOCS1/285900.1

229-07/MEU  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DEVAL DENIZCILIK VE TICARET A.S.,

Plaintiff,

07 CIV 3397 (JGK)

-against-

REPINTER INTERNATIONAL SHIPPING  
CO. S.A. and MIACHART CORPORATION  
LLC,

Defendants

-----X  
STATE OF NEW YORK :  
: SS.:  
COUNTY OF NEW YORK :

HAZEL S. ROSENTHAL, being duly sworn, deposes and says: deponent is not a party to the action, is over 18 years of age and resides at in Richmond County, City and State of New York. On July 3, 2007 deponent served the within PLAINTIFF's ANSWER TO DEFENDANTS' COUNTERCLAIMS upon:

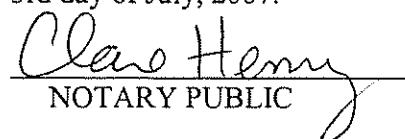
KEANE & MARLOWE  
Attorneys for Defendants  
REPINTER INTERNATIONAL SHIPPING  
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197 Route 18 South, Suite 3000  
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300 Park Avenue, 17<sup>th</sup> Floor  
New York, New York 10022  
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the address(es) designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, in a post office official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
HAZEL S. ROSENTHAL

Sworn to before me on the  
3rd day of July, 2007.

  
NOTARY PUBLIC

NYDOCS1/285900.1

CLARE HENRY  
Notary Public, State of New York  
No. 01HE4831498  
Qualified in Kings County  
Certificate in New York County  
Commission Expires October 31, 2009